SZ Student clubs/organizations
1 WRMC Internal Records: Miscellaneous
2012-2014

BOX 4
FOLDER 9

CONSTITUTION OF THE MIDDLEBURY COLLEGE RADIO SERVICE

Article I, NAME AND FUNCTION

Section A: The name of this organization shall be the Middlebury College Radio Service (MCRS).

Section B: The purpose of this organization shall be to operate radio station WRMC-FM.

Article II: OPERATION

Section A: WRMC-FM shall be operated in accordance with the rules and regulations of the Federal Communications Commission.

Section B: WRMC-FM shall be operated in accordance with the standards set by the President and Fellows of Middlebury College, or by their duly authorized representative. It shall be the responsibility of the Community Council Subgroup (Community Council meeting without its administrative and staff representatives) to mediate any disputes between the MCRS and Middlebury College concerning such standards of operation.

Section C: Responsibility for the program content of WRMC-FM shall rest solely with the MCRS.

Article III: MEMBERSHIP

Section A: Membership on the staff of the MCRS shall be open to the students, faculty and administration of the college, and to other interested parties at the discretion of the Board of Directors of the MCRS.

Section B: Membership shall be without discriminatory regulations and shall be subject to the rules and regulations of the MCRS.

Section C: Normally, paid employes must be members of the College Community. Exceptions must be approved by the Dean of the College upon the recommendation of the Board of Directors of the MCRS.

Article IV: Officers

Section A: Eligibility is limited to Middlebury students. The elected officers of the MCRS shall be:

(1) President (who shall act as Station Manager of WRMC-Fm).
(2) Programming Director
(3) News Director
(4) Special Productions Director
(5) Business Director
(6) Engineering Director
(7) Music Director

Section B: Departmental Managers shall be appointed by the Director to whom they shall be responsible. Such appointment shall be with the approval of a majority of the voting members of the board.

Section C: The President, the Directors, and the Managers shall constitute the Board of Directors.

Article V: DUTIES OF THE BOARD OF DIRECTORS

Section A: The duties of the Board of Directors shall be specified in the By-Laws of the MCRS.

Section B: The President and each Director shall be entitled to two votes each in matters of general business. The votes may not be split.

Section C: Each department shall appoint one of its departmental managers to be a voting departmental manager. Each voting departmental manager shall be entitled to one vote in matters of general business.

Article VI: ELECTIONS

Section A: Nominations

Subsection 1: Nominations shall be made two weeks prior to the fall term exams.

Subsection 2: Any member in good standing of the staff of the MCRS shall be eligible for nomination to a position on the Board of Directors.

Subsection 3: Nominations shall be made by the members of the Board of Directors or by a petition signed by five members-in-good-standing of the staff.

Section B: Election Procedures

Subsection 1: Elections shall be held one week prior to fall term exams.

Subsection 2: A majority being necessary for election, a runoff election shall be held between the two candidates receiving the greatest number of votes, in the event no candidate has a majority.

Subsection 3: Each Director shall have one vote. The President shall not vote except in case of a tie. Each voting manager as described in Article V shall have one vote.

Subsection 4: Elections shall be held by Australian ballot. Ballots will be counted by the Station Manager and a non-voting board member. No person may count votes for his/her own election.

Subsection 5: Elections shall be held in the order established in Article IV.

Subsection 6: In order to cast a ballot for a given election, a voting member of the board must be present for the entire election process (candidate speeches, discussions, and the balloting) for that Directorial position. If a candidate is also a voting member, he/she is exempt from the discussion. There will be no voting by proxy.

Section C: Officers - elect shall take office on January 1st.

Article VII: VACANCIES OF ELECTED OFFICES

Section A: In the event of a permanent vacancy in an elected position of the Board of Directors, nominations to fill the position shall be held at the first Board of Directors meeting following said vacancy. Elections will be held at a board meeting no less than one week following nominations, unless the entire

staff of WRMC is notified in advance of the pending election, giving the staff 48 hours to circulate petitions. Nomination and election shall be according to Article VI, Section A, Subsections 2 & 3 and Section B, Subsections 2,3,& 4.

Section B: In the event of a permanent vacancy in the office of the President of MCRS, the Business Director shall act as President. In the event of a permanent vacancy in another elected position, the voting manager in the department shall become acting Director. Acting Directors shall have 2 votes. Nomination and election of a new president or Director shall be according to Section A.

Section C: If a person temporarily vacates the office of President or a Directorship, he/she shall appoint an acting officer to fill the temporary vacancy, subject to Board approval.

Article VIII: REMOVAL FROM OFFICE OF STAFF

Section A: Impeachment procedures shall be initiated by a majority of the voting members of the Board of Directors.

Section B: Removal vote will take place one week after the initiation of impeachment; 13 votes shall be necessary for removal. The person in question shall be allowed to present his/her case. If he/she is a member of the Board, he/she shall abstain from voting. The voting shall be closed except for the voting board members.

Section C: Any officer faced with removal may appeal his/her case to the Student Forum within one week of his/her having been notified of his/her removal from the Board. After one week, the case will be considered closed. An interim officer will be appointed, under Article VII, Section B, until the case is closed.

Section D: Directors retain the right to dismiss their managers.

Section E: Removal from staff shall be followed within three days of the final ruling of the Board by a letter in writing and signed by the President and the appropriate director.

Section F: In the event that a staff member is barred from participation at WRMC, he/she may appeal to the WRMC Review Committee within 20 class days from the date of notification. The Committee shall be comprised of The Station Manager, Programming Director, News Director, Faculty/Staff Advisor, and an at-large member to be appointed by the Board of Directors. The at-large member shall not have served as a Board member at WRMC. The Committee shall hear the presentation of the appellant within a week of the appeal being brought and shall have the right to question any staff member about the incident that led to the suspension. The appellant shall have the right to bring in materials or witnesses to support his/her case. After the presentations have been made, the Committee shall form its opinion by majority vote and shall notify the appellant, Dean of Students, and Director of Student Activities, in writing, within a week. The committee shall recommend one of three courses of action: (1) reinstatement to: a) prior status if the appeal is brought within the semester of suspension,or b) staff status or,(2) suspension for a specified period of time, or (3) permanent dismissal. All

deliberations of the Committee shall be confidential and such records shall be kept in a locked office cabinet. All decisions made by the WRMC Review Committee are final and are public.

Article IX: MEETINGS

Section A: Meeting of the Board of Directors shall be held at least three times in every four weeks in which Middlebury College is in session and WRMC-FM is broadcasting.

Section B: Departmental meetings shall be held at least one time in

Section C: Staff meetings shall be held at the Board's discretion, and must be held if one department requires it.

Section D: The procedure to be followed at Board Meetings and Departmental Meetings shall be that published in the latest edition of Robert's Rules of Order, unless another procedure is approved at the beginning of the meeting.

Section E: Quorum

Subsection 1: A quorum of Board Meetings shall consist of members representing two-thirds of the voting power.

Subsection 2: A quorum at departmental or staff meetings shall consist of the majority of members of the department or staff.

Article X: AMENDMENTS

Section A: Proposals

Subsection 1: Amendments may be proposed by any member in good standing of the staff at any Board or Departmental meeting.

Subsection 2: Majority approval of the department or Board is necessary for referring the proposed amendment to the staff.

Subsection 3: The Board of Directors shall accept all proposed amendments approved by a department and shall refer them to the staff.

Section B: Any amendments must be approved by 3/4 of the members in good standing of the staff and approved by the Community Council.

Section C: A defeated amendment under Section B of this article may not be resubmitted for approval by the staff until at least two months after it was originally proposed.

Section D: Any by-laws must be approved by the Board of Directors.

Article XI: SUMMER BROADCASTING

Section A: The MCRS shall have the option of operating WRMC-FM during the summer recess.

Section B: The President shall direct the summer operation of WRMC.

Section C: Other summer employees of WRMC-FM shall be nominated by the President, subject to Board approval and to the regulations set forth in Article III, Sections A and C.

Subsection 1: In the event that the Summer Schools shall be using WRMC-FM facilities for language programming, the Director of the Language School shall be consulted in the hiring of any personnel to be paid by the Language Schools; all decisions shall be approved by the MCRS Board of Directors.

Section D: Should the President not be available for summer broadcasting, he/she shall nominate a replacement, to be approved by the Board of Directors.

Section E: Student Activities fees may not be used for summer operations.

Section F: Funding arrangements for summer operation must be approved by the Dean of the College.

Article XII: COLLEGE STANDARDS FOR THE MCRS

Section A: There shall be an MCRS Advisory Committee which shall be appointed by the President of the College and which shall be made up of the Director of Student Activities, the Faculty/Staff Advisor, Director of Public Affairs, a representative of the Summer Language School, one faculty member, two students appointed by the Student Forum, the Station Manager of WRMC "ex officio" and, if possible, two local community members. It shall be the responsibility of the Advisory Committee to advise the Student Board of Directors of MCRS with respect to community service, summer operation, compliance with FCC regulations, programming opportunities, etc., and to submit to the President periodic reports and recommendations pertaining to WRMC matters.

Section B: If the Advisory Committee and the Student Board of Directors of MCRS cannot agree on committee matter, the Advisory Committee shall be free to notify the President of the College or a representative of the President.

Section C: If the President or the President's representative believes that the MCRS is not operating in the best interest of Middlebury College, he or she shall take the following steps:

1. The President or President's representative shall consult with the President of MCRS. It shall be the responsibility of the President of MCRS to make any changes he/she deems necessary as a result of the complaints.
2. If the President of the College or the President's representative is not satisfied with the action taken by the President of the MCRS, he shall then consult with the Community Council to mediate any dispute between the management of the MCRS and the President of the College or the President's representative. The Community Council shall be empowered to authorize the removal from office of the offending individuals(s) of MCRS if it believes this action is justified.

Section D: In the event of the removal of an officer of the MCRS by the Community Council, appeal may be made to the President of the College by the removed officer.

Section E: Article XII may not be amended without the permission of the President of the College.

Approved December 1986

PROFESSIONAL SERVICES AGREEMENT
2012

THIS AGREEMENT, made as of the date of the later signature executed below (if this later signature is executed within thirty days of the initial signature), between The Mirkwood Group, LLC ("Mirkwood"), with its address at 50 Park Ave., Claremont, New Hampshire, 03743 and The President and Trustees of Middlebury College ("Client"), a corporation with its principal address at Middlebury College, Middlebury, Vermont, 05753.

WHEREAS, Mirkwood is engaged in telecommunications consulting and the design, engineering, and management of telecommunications systems and broadcast systems and structures and employs individuals with expertise in related areas; and

WHEREAS, Client requires services with respect to areas in which Mirkwood has expertise;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do agree as follows:

1. Mirkwood shall provide professional consulting services to Client as requested by Client and agreed to by Mirkwood. The broad scope of said services are outlined in Appendix 1 attached and while the broad scope of said services in Appendix 1 do not constitute an agreement to perform all of said services and would exceed the capabilities of a limited time contract employee position and are necessarily impossible to fulfill in the allotted /compensated agreement herewith contained, the broad scope of said services in Appendix 1 outline the magnitude of the professional consulting services available to Client.

2. Client shall compensate Mirkwood:
   (a) for services specified in Paragraph 1, above, either
      (i) in accordance with the Mirkwood's 2012 Hourly Rates ($180.00 per hour) or
      (ii) (in subsequent years) in accordance with Mirkwood's then applicable standard hourly rates, provided that notice of such rates shall have been given to Client prior to the request for such services,
      or
   (b) if so specified by Mirkwood and agreed to by Client, monthly, on a flat fee basis of $1500.00 (Fifteen Hundred Dollars and Zero Cents) in compensation for approximately 30 hours per month, and for expenses incurred (excluding normal required travel portal-to portal, however including specially requested additional travel, long-distance telephone calls on behalf of Client, faxes, out-of-office copying, special delivery services, etc.) all as reasonably required for the provision of services requested by Client.

Clients initials signifying acceptance of option 2b. _____

3. Mirkwood shall submit invoices quarterly for all flat fee services performed in accordance with such payment schedule to be agreed upon by Mirkwood and Client. Mirkwood shall submit invoices monthly for any services performed on an hourly basis, and in accordance with such payment schedule to be agreed upon by Mirkwood and Client for all other services. Payment is due thirty days from the date of the invoice, and shall be subject to a late fee of Two (2) percent (or the greatest amount allowable by law if lower) for each thirty days of delayed payment.
    a. Mirkwood shall pay all expenses incurred in connection with its activities under this Agreement provided, however that certain special expenses incurred (including travel, long-distance telephone calls, faxes, special meetings, special delivery services, etc.) all as reasonably required for the successful provision of time-is-of-the-essence services requested by Client may be charged to Client provided that notice of such costs shall have been given to Client prior to the delivery of such services.

4. Independent Contractor.
    a. Neither Mirkwood, nor any person assisting Mirkwood in its obligations under this agreement, shall be deemed to be an employee of Middlebury College. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between Mirkwood and Middlebury College. Neither Mirkwood, nor any other person assisting Mirkwood, shall be covered by an employee benefit program maintained by Middlebury College including, but not limited to, health insurance and worker's compensation benefits.
    b. Mirkwood understands and agrees that it is an independent contractor. Mirkwood represents that it has secured and shall maintain workers' compensation insurance coverage for its personnel. Mirkwood shall indemnify and hold harmless the College from and against any and all costs, liabilities and damages arising out of or in any manner related to workers' compensation claims asserted against the College by Mirkwood's personnel. Upon request, Mirkwood shall provide proof of insurance to the College prior to commencement of services under this Agreement.
    c. Mirkwood hereby accepts and assumes full and exclusive liability for and shall hold Client harmless from the payment of all contributions required under state and federal law providing for state and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities that are measured by wages, salaries, or other remuneration paid to Mirkwood or by Mirkwood to its employees for any and all activities in connection with this Agreement.

5. The parties agree that all services performed by Mirkwood under this Agreement are for the exclusive use of Client. Client and Mirkwood agree not to disclose to third parties materials or information provided by the other party pursuant to this Agreement. The parties further agree not to disclose the terms of this Agreement to third parties.

6. Mirkwood's expertise is based upon its business experience, engineering expertise, and familiarity with telecommunications systems, markets and policies. Mirkwood does not represent itself as expert in, or certified to provide legal counsel on, the laws of Client's jurisdiction. Client should continue to rely on certified and competent counsel within its jurisdiction for such expertise.

7. Mirkwood is a substance abuse free company. Mirkwood retains the right to stop work and vacate the premises without penalty when such use is observed on a project or customer site. Such stop and vacate may include but is not limited to the removal of tools, personnel, equipment, vehicles and materials not yet paid for. Such removal may occur even if doing so prevents other trades from continuing their work. Such removal does not release the client nor their agent from full compensation to this firm and its agents for the work, materials and services provided through to and including such time as we are not on the premises

8. Work Performance. Mirkwood agrees that all services shall be performed in conformance with professional standards for performing services of a similar kind. Mirkwood will be exclusively responsible for determining the means and methods for performing the Work. Mirkwood shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the College relative to conduct on the premises.

9. Execution and Amendments. No student may bind Middlebury College to an Agreement. All Agreements must be signed by an authorized representative of the College. The authorized representative, in signing this Agreement, does so as a duly authorized representative of the College and does not assume any personal liability for meeting the terms of the Agreement. This Agreement constitutes the entire agreement and understanding by and between the parties with respect to the subject matter herein referred to and supersedes all prior understandings and agreements. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by both parties.

10. Impossibility. This is subject to proven detention by sickness, dangerous weather, accidents, accidents to means of transportation, Acts of God, or other legitimate conditions beyond the control of either party.

11. Termination.
    a. Without Cause. Either Middlebury College or Mirkwood may cancel and terminate this Agreement and the services to be rendered without liability, with written notice to the other party at least twenty (20) days before the event. In such event, Client shall compensate Mirkwood for all services performed up to the date of termination in accordance with Paragraph 2, above.
    b. With Cause. Either party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.

12. Responsibility. Mirkwood is responsible for their equipment, personal property and the actions of their employees.

13. Insurance. Mirkwood shall carry, at his or her own expense, business insurance necessary to provide Mirkwood with reasonable coverage for foreseeable risks that may occur during the rendition of services pursuant to this Agreement. Mirkwood will provide the College with a certificate of insurance upon request. Mirkwood's coverage may be required to be no less than $1,000,000 each occurrence, $2,000,000 general aggregate, and $1,000,000 personal and advertising injury limits.

14. College Policies. Mirkwood agrees to abide by all Middlebury College policies.

15. No Authority. Mirkwood shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement that binds the College. Mirkwood shall not in connection with any services provided to or on behalf of the College represent to any person or entity that Mirkwood is associated with the College in any capacity other than that of an independent contractor.

16. Indemnification. Mirkwood agrees to defend, indemnify, and hold harmless Middlebury College, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of Mirkwood or Mirkwood's failure to render services in compliance with this Agreement, including but not limited to any third-party claims relating to the Work, advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including, without limitation, defamation, libel, or violation of privacy or publicity).
    a. To the maximum extent permitted by law, the Client agrees to limit Mirkwood's liability for any Client claim for damage and injury to the lesser of $25,000 or Mirkwood's fee for the particular services or project from which any claim for damages arose. This limitation shall apply regardless of the cause of action or legal theory asserted. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived. In no event shall Mirkwood be liable for any special, incidental, remote or consequential damages, including but not limited to lost profits. Nothing in this Agreement shall create a contractual relationship with or a cause of action by a third party against either Mirkwood or Client. Mirkwood's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Mirkwood because of this Agreement or the performance or nonperformance of services hereunder.

17. Any controversy, dispute, or claim arising out of or relating to this Agreement shall be settled in accordance with the Arbitration Rules of the American Arbitration Association at hearing(s) convened at a location agreed upon by the parties or selected by the Arbitrator(s). In any proceeding pursuant to this provision, the Federal Rules of Evidence shall apply, and the parties shall be entitled to conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, such discovery to be subject to the Arbitrator's control. Any decision or judgment upon the award rendered by the Arbitrator(s) shall be binding upon the parties. The cost of arbitration shall be allocated between the parties by the Arbitrator(s) on the basis of the extent to which the position of one or the other party is adopted in the Arbitrator's decision and shall be paid promptly by each party.

18. No Conflicts/Non-Infringement.
    a. Mirkwood represents and warrants that Mirkwood is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Mirkwood and any third party.
    b. Mirkwood represents and warrants that the Work will not infringe or violate the copyright, patent, trademark, trade secret, or any other right of any third party,

and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.

c. Mirkwood represents and warrants that Mirkwood has obtained copyright or similar permissions or licenses that may be necessary to perform the Work and shall provide documentation to the College of such permissions upon request.

19. No Assignment. Mirkwood shall not assign or transfer this Agreement or any part hereof without prior
    a. written approval of the College.
    b. This Agreement shall be construed in accordance with Vermont law. This Agreement embodies the complete understanding of the parties with respect to the subject matter hereof, and may be amended or modified only by a written instrument signed by both parties.

20. This Agreement shall be for the period of one (1) fiscal year of Middlebury College – July 1 to June 30 of each calendar. The contract shall be automatically renewed from year to year unless otherwise terminated in accordance with the provisions herein or amended in writing as mutually agreed upon. All current rates will continue unless amended.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

The Mirkwood Group

BY: _____ DATE: _____
G. Pierre Savoie
The Mirkwood Group
Senior Principal

Middlebury College

BY: _____ DATE: _____
Signature

_____
Name

_____
Title

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of the day of July 1, 2012, between The Mirkwood Group, LLC (hereinafter referred to as "MG"), with offices at 50 Park Ave., Claremont, New Hampshire, 03743, and Middlebury College ("Client"), a corporation with its principal address at Middlebury College, Middlebury, Vermont, 05753 (hereinafter referred to as "Middlebury").

1) MG and Client intend to disclose to each other information, which may include confidential information relating to the evaluation of a potential relationship (the "Potential Relationship"). The term "Confidential Information" shall mean any information or data which is disclosed by a party to the other party under or in contemplation of this Agreement and which
   a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or
   b) if oral, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure. Confidential Information may be either the property of the disclosing party or information provided to the disclosing party by a corporate affiliate of the disclosing party or by a third party.

2) This Agreement is intended to encompass the corporate affiliates and subsidiaries of both parties hereto. Consequently, affiliates and subsidiaries of either party may disclose Confidential Information to the other party or its affiliates and subsidiaries, and affiliates and subsidiaries of either party may receive Confidential Information from the other party or its affiliates and subsidiaries. The terms "disclosing party" and "receiving party" shall include affiliates and subsidiaries of the parties hereto with respect to Confidential Information disclosed or received by the affiliates and subsidiaries. The rights and obligations of the parties hereto shall inure to the benefit of their respective corporate affiliates and subsidiaries and may be directly enforced by them.

3) The receiving party acknowledges the economic value to the disclosing party of all Confidential Information. With respect to Confidential Information, the recipient shall:
   (a) use the Confidential Information only for the purpose of evaluating the Potential Relationship between MG and Client;
   (b) restrict disclosure of the Confidential Information solely to those employees or authorized representatives of such party and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the disclosing party;
   (c) advise those personnel who gain access to Confidential Information of their obligations with respect to the Confidential Information;
   (d) make only the number of copies of the Confidential Information necessary to disseminate the information to those personnel who are entitled to have access to it, and ensure that all confidential notices set forth on the Confidential Information are reproduced in full on such copies; and
   (e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and private information.

For the purposes of this Agreement only, "employees" includes third parties retained for temporary administrative, clerical or programming support, as well as legal counsel

that have no conflicting interests.

A "need to know" means that the person requires the Confidential Information in order to perform his or her responsibilities in connection with the Potential Relationship.

4) The obligations of Paragraph 3 shall not apply to any Confidential Information which the recipient can demonstrate:
   (a) is or becomes available to the public through no breach of this Agreement;
   (b) was previously known by the recipient without any obligation to hold it in confidence;
   (c) is received from a third party free to disclose such information without restriction;
   (d) is independently developed by the recipient without the use of Confidential Information of the disclosing party;
   (e) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
   (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
   (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify the disclosing party of the order and permit the disclosing party to seek an appropriate protective order.

5) When requested by the recipient, the disclosing party will provide a non-confidential summary prior to disclosure of the actual Confidential Information to enable the recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.

6) Each party acknowledges its obligation to control access to and/or exportation of technical data under the applicable export laws and regulations of the United States, and each party agrees to adhere to and comply with the laws and regulations with respect to any technical data received under this Agreement.

7) Confidential Information, including permitted copies, shall be deemed the property of the disclosing party. The recipient shall, within twenty (20) days of a written request by the disclosing party, return all Confidential Information, including all copies thereof, to the disclosing party or destroy all such Confidential Information.

8) Both parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing party irreparable injury for which it would have no adequate remedy at law, and that the disclosing party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

9) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall
   a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or

b) limit either party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.

10) No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.

11) This Agreement may not be assigned by either party without the prior written consent of the other which consent may not be unreasonably withheld. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclose to that party prior to the assignment. Any assignment in violation of this paragraph shall be void. This Agreement shall be binding upon the parties and their respective successors and assigns.

12) If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

13) Each party warrants that it had the authority to enter into this Agreement to lawfully make the disclosures contemplated hereunder.

14) This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings related thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the domestic laws of the State of Vermont. Exclusive jurisdiction shall lie with the courts of Vermont.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

The Mirkwood Group

BY: _____ DATE: _____
G. Pierre Savoie
The Mirkwood Group
Senior Principal

BY: _____ DATE: _____
Signature

_____ _____
Name Title

Appendix 1

The WRMC Engineer bears the legal responsibility of Chief Engineer to ensure that within the bounds of the authority granted the Chief Engineer and the cooperation afforded to the Chief Engineer by the parent college and/or staff of WRMC, that WRMC broadcasts within the technical limits imposed by the FCC. Maintains, repairs, installs, documents and inventories the entire system of complex electronic equipment necessary for the proper operation of a radio station including the transmission facilities at the Facilities Power Plant Building. The WRMC Engineer acts as underlying principal adviser to the General Manager, college advisor and Student Activities; advising on recruiting, training, and coordinating a volunteer staff of 100+, and supports a wide variety of station operations including production of special events, office management, accounting and general troubleshooting.

RESPONSIBILITIES:

- Coordinate station's signal expansion effort (RF and on-line) through research, evaluation, and development of scenarios for consideration by management and board.
- Research and evaluate new technologies, and make a recommendation to management and board, to support, enhance, and extend station's mission.
- Direct and coordinate radio station activities concerned with acquisition, installation, maintenance, and operation of studio, transmission and STL equipment to prevent interruptions in transmitting operations.
- Inspects, and directs testing and maintenance and operation of studio and remote broadcasting equipment to ensure performance meets company standards and rules and regulations of FCC.
- Prepares annual budget for engineering department and controls expenditures within budget limitations.
- Responsible for developing, maintaining, repairing, installing and documenting radio station office computer networks.
- Establishes procedures for testing of transmitter equipment, performance of preventative maintenance activities, and operation of Emergency Broadcast System equipment.
- Works with Program Director and other programming personnel to monitor the air sound for technical consistency and high production standards.
- Works with Middlebury College Library and Informational Services (LIS) to ensure smooth operation of internal computer-based broadcast equipment.
- Thorough understanding of FM RF transmission systems, satellite microwave STL systems, and digital studio production.
- Familiarity with multi-channel recording/production, audio processing, digital editing and computer control/interfacing of digital audio systems.
- Technological awareness - Fully conversant with rapidly evolving radio production and broadcasting technologies; knowledge of the principles and techniques of radio production and current trends and developments in radio broadcasting; broad knowledge of media assistance/development principles and good practice, media law, standards and regulatory matters.

b) limit either party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.

10) No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.

11) This Agreement may not be assigned by either party without the prior written consent of the other which consent may not be unreasonably withheld. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclose to that party prior to the assignment. Any assignment in violation of this paragraph shall be void. This Agreement shall be binding upon the parties and their respective successors and assigns.

12) If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

13) Each party warrants that it had the authority to enter into this Agreement to lawfully make the disclosures contemplated hereunder.

14) This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings related thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the domestic laws of the State of Vermont. Exclusive jurisdiction shall lie with the courts of Vermont.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

The Mirkwood Group

BY: _____ DATE: Jun 17, 2012
G. Pierre Savoie
The Mirkwood Group
Senior Principal

BY: _____ DATE: 6/11/12
Signature

Associate Professor _____
Name Title

and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.

c. Mirkwood represents and warrants that Mirkwood has obtained copyright or similar permissions or licenses that may be necessary to perform the Work and shall provide documentation to the College of such permissions upon request.

19. No Assignment. Mirkwood shall not assign or transfer this Agreement or any part hereof without prior
    a. written approval of the College.
    b. This Agreement shall be construed in accordance with Vermont law. This Agreement embodies the complete understanding of the parties with respect to the subject matter hereof, and may be amended or modified only by a written instrument signed by both parties.

20. This Agreement shall be for the period of one (1) fiscal year of Middlebury College – July 1 to June 30 of each calendar. The contract shall be automatically renewed from year to year unless otherwise terminated in accordance with the provisions herein or amended in writing as mutually agreed upon. All current rates will continue unless amended.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

The Mirkwood Group

BY: _____ DATE: Jun 17 2012

G. Pierre Savoie
The Mirkwood Group
Senior Principal

Middlebury College

BY: _____ DATE: 6/11/12

Signature

_____

Name

Assoc Dean of Students

_____

Title

Constitution of the Middlebury College Radio Service (MCRS)

Article I: NAME.

Section A: The name of this organization shall be the Middlebury College Radio Service (MCRS).

Article II: PURPOSE.

Section A: The purpose of this organization shall be to operate the radio station WRMC-FM 91.1 MHz.

Section B: WRMC-FM's Mission Statement reads: *"WRMC is committed to providing quality radio content otherwise unavailable in our area."*

Article III: OPERATION.

Section A: WRMC-FM shall be operated in accordance with the rules and regulations of the Federal Communications Commission (FCC).

Section B: WRMC-FM shall be operated in accordance with the standards set by the President and Fellows of Middlebury College, or their duly authorized representatives.

Section C: Responsibility for the program content of WRMC-FM shall rest solely with the MCRS.

Article IV: MEMBERSHIP.

Section A: Membership shall be open to all students, faculty and administration of the College, and to their interested parties at the discretion of the Board of Directors of the MCRS.

Section B: Membership shall be without discriminatory regulations and shall be subject to the rules of the MCRS.

Section C: Normally, paid employees of the MCRS must be members of the college community. Exceptions must be approved by the Director of the Center for Campus Activities and Leadership (C-CAL) upon the recommendation of the Board of Directors of the MCRS.

Section D: The MCRS shall operate in full accordance with Chapter Four, Section II. A. of the Middlebury College Handbook concerning Student Organization Policies of Discrimination, Freedom of Association, Anti-Hazing, Freedom of Injury and Expression, Student Publication, Funding, Advertising, and Scheduling. Any and all changes made to the Student Organizations Policies section of the Middlebury College Handbook will immediately become policies adopted by the MCRS.

Article V: OFFICERS.

Section A: Eligibility is limited to Middlebury College students.

Section B: The elected Officers of the MCRS, who shall constitute the Executive Board, shall be:

1) President (who shall act as the General Manager of WRMC-FM). The duties and responsibilities of the President are as follows:
    a.) Shall hold the title and responsibilities of the Chief Operator of WRMC-FM.
    b.) Shall be responsible for the overall operations of WRMC-FM.
    c.) Shall preside over meetings of the Executive and General Boards.
    d.) Shall serve as a link between the College administration and the legal bodies governing broadcast operations, specifically the FCC.
    e.) Is responsible for delegating duties within the MCRS and insuring that they are carried out.
    f.) Is responsible to the C-CAL and must be in close contact with them at all times.
    g.) Shall oversee large and long-term projects, and to that end is necessarily a member of the WRMC Advisory Board.
    h.) Shall have read and be familiar with the Public Radio Legal Handbook as well as this Constitution.
    i.) Shall be responsible for maintaining the Public File, and making it available upon request of the F.C.C. or any community member.
2) Vice-President (who shall act as the Program Director of WRMC-FM). The duties and responsibilities of the Vice-President are as follows:
    a.) Shall be responsible for the daily operations of WRMC-FM.
    b.) Shall be in charge of program quality and content, the choice and training of on-air staff, and the overall sound of the station.
    c.) At the beginning of each semester, must arrange the Program Schedule, subject to the approval of the Board of Directors, and fill the slots appropriately.
    d.) Must approve Public Service Announcements and Promos before they are aired.
    e.) Responsible for DJ disciplinary actions.
    f.) Responsible for compiling lists detailing the entire MCRS membership each semester, as well as the Substitute DJ list.
    g.) The Vice-President shall preside over Board meetings in the absence of the President.
3) Treasurer (who shall act as the Business Director of WRMC-FM). The duties and responsibilities of the Treasurer are as follows:
    a.) Must work closely with the Director of C-CAL as well as the Student Finance Committee.
    b.) Shall be responsible for all of WRMC's financial matters.
    c.) Shall maintain a complete inventory of WRMC's equipment.
    d.) Shall oversee the Depreciation Account.
    e.) Shall be responsible for appointing and supervising an Underwriting Director.
    f.) Shall serve as Secretary of the WRMC Alumni Association.
    g.) Shall serve as a member of the WRMC Advisory Board.
4) Music Director. The duties and responsibilities of the Music Director are as follows:

a.) Shall maintain contacts with record labels throughout the country.
b.) Shall ensure that every CD is labeled, reviewed, and filed.
c.) Shall be familiar with music that comes into the station.
d.) Shall take phone calls related to music tracking.
e.) Must see that all new music is promptly reviewed and made available to DJs for air play.
f.) Must maintain the New Music Bin, with the help of Music Managers.
g.) Shall oversee all Music Departmental Managers.
h.) Shall make weekly reports to the College Music Journal (CMJ).
i.) Shall oversee the selection and airing of the "Top 91" program at the end of the academic year.
j.) Shall work in conjunction with the Program Director to ensure that new music is being played, and to evaluate DJs for future programming.

5) Special Productions Director. The duties and responsibilities of the Special Productions Director are as follows:
   a.) Shall be responsible for all of the special programs that are aired on WRMC-FM, including:
      i.) News.
      ii.) Syndicated taped programs.
      iii.) Live music.
      iv.) Live or taped interviews.
      v.) Sports.
   b.) Shall make program source and content decisions in cooperation with the Program Director and shall ensure these programs are aired as scheduled.
   c.) Shall oversee News and Sports departments.
   d.) Shall oversee annual concerts as well as all of WRMC's publicity and promotions.
   e.) Responsible for making new carts.
6) Technical Director.
   a.) Responsible for installing, maintaining, and servicing WRMC's broadcast and electronic equipment.
   b.) Works closely with the station's consulting engineer in order to ensure that the station is in FCC compliance.
   c.) Oversees the technical crew and ensures that there is always a student technician on call to deal with any technical problems DJs may encounter.
   d.) Responsible for maintaining WRMC physical facilities. Works with C-CAL and Facilities Management to keep the WRMC facilities clean and in working order.

Section C: Department Directors and Managers.

1) Department Directors and Managers shall be appointed by the elected Officer to whom they shall be responsible.

2) Such appointment shall be with the approval of a majority of the voting members of the Board.
3) The duties of the Department Directors and Managers shall be specified in the By-Laws of the MCRS.

Section D: The Officers, Directors, and Managers shall constitute the Board of Directors. Each member of the Board of Directors shall be entitled one vote in matters of general business.

Section E: The MCRS Summer Staff.

1) The MCRS Summer Staff shall be responsible for running WRMC-FM during the summer.
2) Membership shall be limited to Middlebury College students.
3) The MCRS Summer Staff shall consist of the following members:
   a.) General Manager.
   b.) Program Director.
   c.) Technical Director.

Article VI: THE WRMC ADVISORY BOARD.

Section A: Purpose. Because the members of the MCRS Board change each year, it is necessary to have a body which can maintain a long-term station history and which can advise the MCRS on long-term projects. This purpose shall be filled by the WRMC Advisory Board.

Section B: Membership. The WRMC Advisory Board shall consist of the following members:

1) WRMC-FM General Manager.
2) WRMC-FM General Manager "ex oficio."
3) WRMC-FM Business Director.
4) WRMC-FM Consulting Engineer.
5) WRMC-FM Faculty Advisor.
6) WRMC-FM Alumni Association Representative.
7) Station Founder, John Bowker.
8) Director of C-CAL.
9) WFAD-AM Representative.
9) Middlebury Campus (newspaper) Representative.
10) Two Middlebury Community Representatives.
11) Middlebury College Director of Public Affairs.
12) Middlebury College Language School President.
13) Middlebury College President.
14) SGA President.
15) Student Co-Chair of Community Council.

Section C: Advisory Board Responsibilities.

1) To advise the Student Board of Directors of the MCRS with respect to community service, summer operations, compliance with FCC regulations, programming opportunities, long term planning, etc.
2) To submit to the President periodic reports and recommendations pertaining to WRMC matters.

3) To meet when necessary to consider impeachment appeals by MCRS Officers.

Article VII: ELECTIONS.

Section A: Elections for Officers shall be held at the end of every semester, excluding Winter Term. In accordance with SGA Finance Committee guidelines, elections for Fall Term offices shall be completed by March 15th.

Section B: Nominations for each office shall be made a week prior to elections.

Section C: Any student member in good standing of the staff of the MCRS shall be eligible for nomination to a position on the Board of Directors.

Section D: Any member of the Board of Directors may make any number of nominations.

Section E: Every member of the Board of Directors shall be granted one vote in the election. In order to cast a ballot for a given election, a voting member of the Board must be present for the entire election process (nominations, candidate speeches, discussions, and the balloting) for that Directorial position. If a candidate is also a voting member, he/she is exempt from the discussion.

Section F: There will be no voting by proxy.

Section G: Every candidate is entitled to present a speech.

Section H: Candidates not present at the election must inform a Board member of their intention to run. Said Board member is responsible for notifying the rest of the Board of the candidate's interest in running.

Section I: Elections shall be held by Australian (secret) ballot. Ballots shall be counted by the Station Manager and a Program Manager. In the case of the election of the President, ballots shall be counted by a non-running Officer and a Program Manager. No person may count votes for their own election.

Section J: Officers shall take office the semester after they are elected.

Section K: For an election to be official, a quorum of 2/3 of the active Board must be present.

Section L: In the event of a vacancy in an elected position, an emergency election shall be held at the next Board meeting.

Section M: The MCRS Summer Staff shall be elected at the same time and in the same fashion as the Fall MCRS Officers.

Article VIII: REMOVAL FROM OFFICE OR STAFF.

Section A: Impeachment procedures for an Officer shall be initiated by a majority of the active Board, as long as a quorum of 2/3 of the membership are present.

Section B: The impeachment vote shall take place one week after the initiation of such procedures.

Section C: The person in question shall be allowed to present his or her case. He or she shall abstain from voting in the impeachment.

Section D: A quorum of 2/3 of the active Board must be present for the impeachment vote. A 3/4 vote shall be required for impeachment.

Section E: An impeached Officer may appeal to the WRMC Advisory Board.

Section F: Officers retain the right to dismiss their Directors and Managers, pending majority approval of the Officers.

Section G: Staff that are not Officers, Directors, or Managers may be removed by a majority vote of the Board, as long as a quorum of 2/3 of the membership are present. An removed staff member may appeal to the Community Council.
Section H: Removal of staff or impeachment shall be followed by a letter to both the dismissed person and to C-CAL.

Article IX: MEETINGS.

Section A: Board meetings shall be held at least once a week while WRMC-FM is broadcasting.
Section B: Executive Board meetings shall be held at least once a week while WRMC-FM is broadcasting, and at least once prior to the initiation of broadcasting in each Fall semester.
Section C: The Advisory Board shall meet at least twice every year.
Section D: Departmental meetings shall be held at least twice every semester.
Section E: Meetings of the entire membership shall take place at the beginning of each semester excluding Winter Term.
Section F: Minutes shall be taken at every meeting of the MCRS which involves election or impeachment of officers.

Article X: FACULTY ADVISOR.

The membership agrees to maintain an adviser from the Middlebury College faculty or staff, as required.

Article XI: CONSULTING ENGINEER.

Section A: The membership recommends a consulting engineer to advise and assist the organization on technical matters.
Section B: The Consulting Engineer shall hold the title and responsibilities of the Chief Engineer of WRMC-FM.

Article XII: SUMMER OPERATIONS.

Section A: The MCRS Summer Staff shall operate WRMC during summer recess.
Section B: C-CAL fees may not be used for summer operations.
Section C: WRMC's primary function during the summer shall be to serve the Language Schools.

Article XIII: AFFILIATIONS.

Section A: The MCRS shall be affiliated with the National Federation of Community Broadcasters (NFCB).
Section B: The MCRS shall be affiliated with the Intercollegiate Broadcast System (IBS).

Article XIV: COLLEGE STANDARDS FOR THE MCRS.

Section A: If the Advisory Board and the Student Board of Directors of MCRS cannot agree on a committee matter, the Advisory Board shall be free to notify the President of the College or a representative of the President.

Section B: If the President or the President's representative believes that the MCRS is not operating in the best interest of Middlebury College, he/she shall take the following steps:

1) The President or President's representative shall consult with the President of MCRS to make any changes he/she deems necessary as a result of the complaints.
2) If the President of the College or the President's representative is not satisfied with the action taken by the President of MCRS, he/she shall then consult with the Community Council to mediate any dispute between the management of the MCRS and the President of the College or the President's representative. The Community Council shall be empowered to authorize the removal from office of the offending individual(s) of MCRS if it believes this action is justified.

Section C: In the event of the removal of an Officer of the MCRS by the Community Council, appeal may be made to the President of the College by the removed Officer.

Article XV: RATIFICATION.

Section A: The constitution must be ratified by a two-thirds majority of the membership.
Section B: The constitution must be approved by the Student Government Constitution Committee.

Article XVI: AMENDMENT.

Section A: The constitution must be ratified by a two-thirds majority of the membership.
Section B: The constitution must be approved by the Student Government Constitution Committee.
Section C: Article XIV may not be amended without the permission of the President of the College.

Approved as to Form: December 1986
Edited and Approved as to Form: November 27, 2001
Edited and Approved as to Form: December 9, 2007

Constitution of the
Middlebury College Radio Service (MCRS)

Article I: NAME.

Section A: The name of this organization shall be the Middlebury College Radio Service (MCRS).

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Section A: The purpose of this organization shall be to operate the radio station WRMC-FM 91.1 MHz.

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1) The President or President's representative shall consult with the President of MCRS to make any changes he/she deems necessary as a result of the complaints.
2) If the President of the College or the President's representative is not satisfied with the action taken by the President of MCRS, he/she shall then consult with the Community Council to mediate any dispute between the management of the MCRS and the President of the College or the President's representative. The Community Council shall be empowered to authorize the removal from office of the offending individual(s) of MCRS if it believes this action is justified.

Section C: In the event of the removal of an Officer of the MCRS by the Community Council, appeal may be made to the President of the College by the removed Officer.

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Approved as to Form: December 1986
Edited and Approved as to Form: November 27, 2001
Edited and Approved as to Form: December 9, 2007